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6 *Attorney for Plaintiff,
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

4 BACKGRID USA, INC., a California
5 corporation,

6 Plaintiff,

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SARAH SOKOL MILLINERY, INC., a
New York corporation; and DOES 1-
10, inclusive.

Defendants.

Case No.: 2:25-cv-02023-JAK-Ex

Magistrate Judge: The Honorable Charles F. Eick

STIPULATED PROTECTIVE ORDER

1 **PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of
3 confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the parties
6 hereby stipulate to and petition the Court to enter the following Stipulated
7 Protective Order. The parties acknowledge that this Order does not confer
8 blanket protections on all disclosures or responses to discovery and that the
9 protection it affords from public disclosure and use extends only to the
10 limited information or items that are entitled to confidential treatment
11 under the applicable legal principles. The parties further acknowledge, as
12 set forth in Section XIII(C), below, that this Stipulated Protective Order
13 does not entitle them to file confidential information under seal; Civil
14 Local Rule 79-5 sets forth the procedures that must be followed and the
15 standards that will be applied when a party seeks permission from the
16 Court to file material under seal.

17 **II. GOOD CAUSE STATEMENT**

18 A. This action is likely to involve trade secrets, customer and pricing
19 lists and other valuable research, development, commercial, financial,
20 technical and/or proprietary information for which special protection from
21 public disclosure and from use for any purpose other than prosecution of
22 this action is warranted. Such confidential and proprietary materials and
23 information consist of, among other things, confidential business or
24 financial information, information regarding confidential business
25 practices, or other confidential research, development, or commercial
26 information (including information implicating privacy rights of third
27 parties), information otherwise generally unavailable to the public, or
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1 which may be privileged or otherwise protected from disclosure under state
2 or federal statutes, court rules, case decisions, or common law.

3 Accordingly, to expedite the flow of information, to facilitate the prompt
4 resolution of disputes over confidentiality of discovery materials, to
5 adequately protect information the parties are entitled to keep confidential,
6 to ensure that the parties are permitted reasonable necessary uses of such
7 material in preparation for and in the conduct of trial, to address their
8 handling at the end of the litigation, and serve the ends of justice, a
9 protective order for such information is justified in this matter. It is the
10 intent of the parties that information will not be designated as confidential
11 for tactical reasons and that nothing be so designated without a good faith
12 belief that it has been maintained in a confidential, non-public manner, and
13 there is good cause why it should not be part of the public record of this
14 case.

15 **III. DEFINITIONS**

16 A. Action: *BackGrid USA, Inc. v. Sarah Sokol Millinery, Inc.*, Case No.
17 2:25-cv-02023-JAK-Ex (C.D. Cal.).

18 B. Challenging Party: A Party or Non-Party that challenges the
19 designation of information or items under this Order.

20 C. “CONFIDENTIAL” Information or Items: Information (regardless
21 of how it is generated, stored or maintained) or tangible things that qualify
22 for protection under Federal Rule of Civil Procedure 26(c), and as specified
23 above in the Good Cause Statement.

24 D. Counsel: Outside Counsel of Record and House Counsel (as well as
25 their support staff).

1 E. Designating Party: A Party or Non-Party that designates information
2 or items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL.”

4 F. Disclosure or Discovery Material: All items or information,
5 regardless of the medium or manner in which it is generated, stored, or
6 maintained (including, among other things, testimony, transcripts, and
7 tangible things), that are produced or generated in disclosures or responses
8 to discovery in this matter.

9 G. Expert: A person with specialized knowledge or experience in a
10 matter pertinent to the litigation who has been retained by a Party or its
11 counsel to serve as an expert witness or as a consultant in this Action.

12 H. House Counsel: Attorneys who are employees of a party to this
13 Action. House Counsel does not include Outside Counsel of Record or any
14 other outside counsel.

15 I. Non-Party: Any natural person, partnership, corporation,
16 association, or other legal entity not named as a Party to this action.

17 J. Outside Counsel of Record: Attorneys who are not employees of a
18 party to this Action but are retained to represent or advise a party to this
19 Action and have appeared in this Action on behalf of that party or are
20 affiliated with a law firm which has appeared on behalf of that party, and
21 includes support staff.

22 K. Party: Any party to this Action, including all of its officers,
23 directors, employees, consultants, retained experts, and Outside Counsel of
24 Record (and their support staffs).

25 L. Producing Party: A Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

1 M. Professional Vendors: Persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing
3 exhibits or demonstrations, and organizing, storing, or retrieving data in
4 any form or medium) and their employees and subcontractors.

5 N. Protected Material: Any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL.”

7 O. Receiving Party: A Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 **IV. SCOPE**

10 A. The protections conferred by this Stipulation and Order cover not
11 only Protected Material (as defined above), but also (1) any information
12 copied or extracted from Protected Material; (2) all copies, excerpts,
13 summaries, or compilations of Protected Material; and (3) any testimony,
14 conversations, or presentations by Parties or their Counsel that might reveal
15 Protected Material.

16 B. Any use of Protected Material at trial shall be governed by the orders
17 of the trial judge. This Order does not govern the use of Protected Material
18 at trial.

19 **V. DURATION**

20 A. Even after final disposition of this litigation, the confidentiality
21 obligations imposed by this Order shall remain in effect until a Designating
22 Party agrees otherwise in writing or a court order otherwise directs. Final
23 disposition shall be deemed to be the later of (1) dismissal of all claims and
24 defenses in this Action, with or without prejudice; and (2) final judgment
25 herein after the completion and exhaustion of all appeals, rehearings,
26 remands, trials, or reviews of this Action, including the time limits for
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1 filing any motions or applications for extension of time pursuant to
2 applicable law.

3 **VI. DESIGNATING PROTECTED MATERIAL**

4 A. Exercise of Restraint and Care in Designating Material for Protection

5 1. Each Party or Non-Party that designates information or items
6 for protection under this Order must take care to limit any such
7 designation to specific material that qualifies under the appropriate
8 standards. The Designating Party must designate for protection only
9 those parts of material, documents, items, or oral or written
10 communications that qualify so that other portions of the material,
11 documents, items, or communications for which protection is not
12 warranted are not swept unjustifiably within the ambit of this Order.

13 2. Mass, indiscriminate, or routinized designations are
14 prohibited. Designations that are shown to be clearly unjustified or
15 that have been made for an improper purpose (e.g., to unnecessarily
16 encumber the case development process or to impose unnecessary
17 expenses and burdens on other parties) may expose the Designating
18 Party to sanctions.

19 3. If it comes to a Designating Party's attention that information
20 or items that it designated for protection do not qualify for
21 protection, that Designating Party must promptly notify all other
22 Parties that it is withdrawing the inapplicable designation.

23 B. Manner and Timing of Designations

24 1. Except as otherwise provided in this Order (*see, e.g.*, Section
25 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
26 Discovery Material that qualifies for protection under this Order

1 must be clearly so designated before the material is disclosed or
2 produced.

3 2. Designation in conformity with this Order requires the
4 following:

5 a. For information in documentary form (e.g., paper or
6 electronic documents, but excluding transcripts of depositions
7 or other pretrial or trial proceedings), that the Producing Party
8 affix at a minimum, the legend “CONFIDENTIAL”
9 (hereinafter “CONFIDENTIAL legend”), to each page that
10 contains protected material. If only a portion or portions of
11 the material on a page qualifies for protection, the Producing
12 Party also must clearly identify the protected portion(s) (e.g.,
13 by making appropriate markings in the margins).

14 b. A Party or Non-Party that makes original documents
15 available for inspection need not designate them for protection
16 until after the inspecting Party has indicated which documents
17 it would like copied and produced. During the inspection and
18 before the designation, all of the material made available for
19 inspection shall be deemed “CONFIDENTIAL.” After the
20 inspecting Party has identified the documents it wants copied
21 and produced, the Producing Party must determine which
22 documents, or portions thereof, qualify for protection under
23 this Order. Then, before producing the specified documents,
24 the Producing Party must affix the “CONFIDENTIAL legend”
25 to each page that contains Protected Material. If only a
26 portion or portions of the material on a page qualifies for
27 protection, the Producing Party also must clearly identify the
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protected portion(s) (e.g., by making appropriate markings in the margins).

- c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

d. For information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer

1 1. The Challenging Party shall initiate the dispute resolution
2 process under Local Rule 37.1 et seq.

3 C. The burden of persuasion in any such challenge proceeding shall be
4 on the Designating Party. Frivolous challenges, and those made for an
5 improper purpose (e.g., to harass or impose unnecessary expenses and
6 burdens on other parties) may expose the Challenging Party to sanctions.
7 Unless the Designating Party has waived or withdrawn the confidentiality
8 designation, all parties shall continue to afford the material in question the
9 level of protection to which it is entitled under the Producing Party's
10 designation until the Court rules on the challenge.

11 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

12 A. Basic Principles

13 1. A Receiving Party may use Protected Material that is
14 disclosed or produced by another Party or by a Non-Party in
15 connection with this Action only for prosecuting, defending, or
16 attempting to settle this Action. Such Protected Material may be
17 disclosed only to the categories of persons and under the conditions
18 described in this Order. When the Action has been terminated, a
19 Receiving Party must comply with the provisions of Section XIV
20 below.

21 2. Protected Material must be stored and maintained by a
22 Receiving Party at a location and in a secure manner that ensures that
23 access is limited to the persons authorized under this Order.

24 B. Disclosure of "CONFIDENTIAL" Information or Items

25 1. Unless otherwise ordered by the Court or permitted in writing
26 by the Designating Party, a Receiving Party may disclose any
27 information or item designated "CONFIDENTIAL" only to:

- 1 a. The Receiving Party's Outside Counsel of Record in
2 this Action, as well as employees of said Outside Counsel of
3 Record to whom it is reasonably necessary to disclose the
4 information for this Action;
- 5 b. The officers, directors, and employees, including House
6 Counsel, of the Receiving Party to whom disclosure is
7 reasonably necessary for this Action;
- 8 c. Experts (as defined in this Order) of the Receiving Party
9 to whom disclosure is reasonably necessary for this Action
10 and who have signed the "Acknowledgment and Agreement to
11 Be Bound" (Exhibit A);
- 12 d. The Court and its personnel;
- 13 e. Court reporters and their staff;
- 14 f. Professional jury or trial consultants, mock jurors, and
15 Professional Vendors to whom disclosure is reasonably
16 necessary for this Action and who have signed the
17 "Acknowledgment and Agreement to be Bound" attached as
18 Exhibit A hereto;
- 19 g. The author or recipient of a document containing the
20 information or a custodian or other person who otherwise
21 possessed or knew the information;
- 22 h. During their depositions, witnesses, and attorneys for
23 witnesses, in the Action to whom disclosure is reasonably
24 necessary provided: (i) the deposing party requests that the
25 witness sign the "Acknowledgment and Agreement to Be
26 Bound;" and (ii) they will not be permitted to keep any
27 confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound,” unless
2 otherwise agreed by the Designating Party or ordered by the
3 Court. Pages of transcribed deposition testimony or exhibits
4 to depositions that reveal Protected Material may be separately
5 bound by the court reporter and may not be disclosed to
6 anyone except as permitted under this Stipulated Protective
7 Order; and

8 i. Any mediator or settlement officer, and their supporting
9 personnel, mutually agreed upon by any of the parties engaged
10 in settlement discussions.

11 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED
12 PRODUCED IN OTHER LITIGATION**

13 A. If a Party is served with a subpoena or a court order issued in other
14 litigation that compels disclosure of any information or items designated in
15 this Action as “CONFIDENTIAL,” that Party must:

16 1. Promptly notify in writing the Designating Party. Such
17 notification shall include a copy of the subpoena or court order;
18 2. Promptly notify in writing the party who caused the subpoena
19 or order to issue in the other litigation that some or all of the material
20 covered by the subpoena or order is subject to this Protective Order.
21 Such notification shall include a copy of this Stipulated Protective
22 Order; and

23 3. Cooperate with respect to all reasonable procedures sought to
24 be pursued by the Designating Party whose Protected Material may
25 be affected.

26 B. If the Designating Party timely seeks a protective order, the Party
27 served with the subpoena or court order shall not produce any information
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1 designated in this action as “CONFIDENTIAL” before a determination by
2 the Court from which the subpoena or order issued, unless the Party has
3 obtained the Designating Party’s permission. The Designating Party shall
4 bear the burden and expense of seeking protection in that court of its
5 confidential material and nothing in these provisions should be construed
6 as authorizing or encouraging a Receiving Party in this Action to disobey a
7 lawful directive from another court.

8 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
9 PRODUCED IN THIS LITIGATION**

10 A. The terms of this Order are applicable to information produced by a
11 Non-Party in this Action and designated as “CONFIDENTIAL.” Such
12 information produced by Non-Parties in connection with this litigation is
13 protected by the remedies and relief provided by this Order. Nothing in
14 these provisions should be construed as prohibiting a Non-Party from
15 seeking additional protections.

16 B. In the event that a Party is required, by a valid discovery request, to
17 produce a Non-Party’s confidential information in its possession, and the
18 Party is subject to an agreement with the Non-Party not to produce the
19 Non-Party’s confidential information, then the Party shall:

- 20 1. Promptly notify in writing the Requesting Party and the Non-
21 Party that some or all of the information requested is subject to a
22 confidentiality agreement with a Non-Party;
- 23 2. Promptly provide the Non-Party with a copy of the Stipulated
24 Protective Order in this Action, the relevant discovery request(s),
25 and a reasonably specific description of the information requested;
26 and

1 3. Make the information requested available for inspection by the
2 Non-Party, if requested.

3 C. If the Non-Party fails to seek a protective order from this court
4 within 14 days of receiving the notice and accompanying information, the
5 Receiving Party may produce the Non-Party's confidential information
6 responsive to the discovery request. If the Non-Party timely seeks a
7 protective order, the Receiving Party shall not produce any information in
8 its possession or control that is subject to the confidentiality agreement
9 with the Non-Party before a determination by the court. Absent a court
10 order to the contrary, the Non-Party shall bear the burden and expense of
11 seeking protection in this court of its Protected Material.

12 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
14 disclosed Protected Material to any person or in any circumstance not
15 authorized under this Stipulated Protective Order, the Receiving Party must
16 immediately (1) notify in writing the Designating Party of the unauthorized
17 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the
18 Protected Material, (3) inform the person or persons to whom unauthorized
19 disclosures were made of all the terms of this Order, and (4) request such
20 person or persons to execute the "Acknowledgment and Agreement to be
21 Bound" that is attached hereto as Exhibit A.

22 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR
23 OTHERWISE PROTECTED MATERIAL**

24 A. When a Producing Party gives notice to Receiving Parties that
25 certain inadvertently produced material is subject to a claim of privilege or
26 other protection, the obligations of the Receiving Parties are those set forth
27 in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not
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1 intended to modify whatever procedure may be established in an e-
2 discovery order that provides for production without prior privilege review.
3 Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties
4 reach an agreement on the effect of disclosure of a communication or
5 information covered by the attorney-client privilege or work product
6 protection, the parties may incorporate their agreement in the Stipulated
7 Protective Order submitted to the Court.

8 **XIII. MISCELLANEOUS**

9 A. Right to Further Relief

10 1. Nothing in this Order abridges the right of any person to seek
11 its modification by the Court in the future.

12 B. Right to Assert Other Objections

13 1. By stipulating to the entry of this Protective Order, no Party
14 waives any right it otherwise would have to object to disclosing or
15 producing any information or item on any ground not addressed in
16 this Stipulated Protective Order. Similarly, no Party waives any
17 right to object on any ground to use in evidence of any of the
18 material covered by this Protective Order.

19 C. Filing Protected Material

20 1. A Party that seeks to file under seal any Protected Material
21 must comply with Civil Local Rule 79-5. Protected Material may
22 only be filed under seal pursuant to a court order authorizing the
23 sealing of the specific Protected Material at issue. If a Party's
24 request to file Protected Material under seal is denied by the Court,
25 then the Receiving Party may file the information in the public
26 record unless otherwise instructed by the Court.

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2 **XIV. FINAL DISPOSITION**

3 A. After the final disposition of this Action, as defined in Section V,
4 within sixty (60) days of a written request by the Designating Party, each
5 Receiving Party must return all Protected Material to the Producing Party
6 or destroy such material. As used in this subdivision, “all Protected
7 Material” includes all copies, abstracts, compilations, summaries, and any
8 other format reproducing or capturing any of the Protected Material.
9 Whether the Protected Material is returned or destroyed, the Receiving
10 Party must submit a written certification to the Producing Party (and, if not
11 the same person or entity, to the Designating Party) by the 60 day deadline
12 that (1) identifies (by category, where appropriate) all the Protected
13 Material that was returned or destroyed and (2) affirms that the Receiving
14 Party has not retained any copies, abstracts, compilations, summaries or
15 any other format reproducing or capturing any of the Protected Material.
16 Notwithstanding this provision, Counsel are entitled to retain an archival
17 copy of all pleadings, motion papers, trial, deposition, and hearing
18 transcripts, legal memoranda, correspondence, deposition and trial exhibits,
19 expert reports, attorney work product, and consultant and expert work
20 product, even if such materials contain Protected Material. Any such
21 archival copies that contain or constitute Protected Material remain subject
22 to this Protective Order as set forth in Section V.

23 B. Any violation of this Order may be punished by any and all
24 appropriate measures including, without limitation, contempt proceedings
25 and/or monetary sanctions.

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
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3 Dated: 6/13/2025 **ONE LLP**

4 By: /s/ Joanna Ardalan
5 Joanna Ardalan

6 *Attorney for Plaintiff,*
7 BackGrid USA, Inc.

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9 Dated: 6/13/2025 **BLANK ROME LLP**

10 By: /s/ Todd M. Malynn
11 Todd M. Malynn

12 *Attorney for Defendant,*
13 Sarah Sokol Millinery, Inc.

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15 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

16 Dated: 6/16/2025



17 HONORABLE CHARLES. F. EICK
18 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on _____ in
the case of *Keith Russell v. Anthony Jaswinski, et al.*, Case No. 2:18-cv-00743-
CAS-MRW. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District
15 Court for the Central District of California for the purpose of enforcing the terms
16 of this Stipulated Protective Order, even if such enforcement proceedings occur
17 after termination of this action. I hereby appoint _____ [full
18 name] of _____ [full address and
19 telephone number] as my California agent for service of process in connection
20 with this action or any proceedings related to enforcement of this Stipulated
21 Protective Order.

22 | Date: _____

23 | City and State where sworn and signed: _____

24 | Printed name: _____

25 | Signature:

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1 **ATTESTATION PURSUANT TO LOCAL RULE 5-4.3.4(a)(2)(i)**

2 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Joanna Ardalan, attest that all
3 other signatories listed and on whose behalf the filing is submitted concur in this
4 filing's content and have authorized this filing.

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6 By: /s/ Joanna Ardalan

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